

BRANCHES AT:

 143-145 Caledonian Road, **London**, N1 0SL

 15-17 Margaret Road, **New Barnet**, Herts EN4 9NR

 Roding Lane, **Buckhurst Hill**, Essex IG9 6DR

 Unit 16, Lumina Way, **Enfield**, EN1 1FS

Tel: 020 3897 0840

Tel: 020 8370 6400

Tel: 020 8504 6625

Tel: 020 3960 9880

Accounts Dept:

Tel: 020 8370 6450

Fax: 020 8370 6415

Email: applications@fayers.co.uk

CREDIT APPLICATION FORM

Trading Name (Please attach copy of letterhead or official order)		Limited Co Yes ☐ / No ☐		Trading Branch Enfield ☐ King Cross ☐ Barnet ☐ Buckhurst Hill ☐	
Invoice/Statement Address		Registered Office Address			
Postcode		Postcode			
Contact Name		Telephone No.			
Telephone No.		Fax No			
Fax No.		Ltd Co Registration No.		Date Established	
Mobile No.					
Email Address					
Invoice/Statement delivery option:		Email ☐ Post ☐			
Previous Address		If Subsidiary Co. State Name & Reg. No. Of Parent Co.			
		Any Special Instructions			
Postcode					
Type Of Business		No. Of Employees		Capital if Ltd Co: State Amount	
		ISSUED £		FULLY PAID £	
Description Of Business Premises		Are The Premises		Credit Limit Requested	
		OWNED ☐ / RENTED ☐		£	
Anticipated Monthly Purchases		Are Written Orders Required		Have You Had An Account With Us Previously If Yes, Under What Name	
£		Yes ☐ / No ☐			

References | Banker's Reference | Three Trade References

TRADE REFERENCE No.1		TRADE REFERENCE No.2		TRADE REFERENCE No.3	
Name		Name		Name	
Address		Address		Address	
Tel No.		Tel No.		Tel No.	
Account Ref		Account Ref		Account Ref	

Bank Reference		Enter Full Names & Home Address of Directors & Partners			
Name		Name		Name	
Address		Address		Address	
Tel No.					
Sort Code					
Account No.		Postcode		Postcode	
B A C S		Tel No.		Tel No.	

If credit facilities are granted, I / we undertake to adhere to your Conditions of Business, as shown overleaf, which we fully understand and agree thereto, and to settle my / our account on or before the last day of the month following that in which the goods were invoiced. I / we confirm that the above information is to the best of our knowledge true and correct.

SIGNATURE		DATE	
PRINT NAME		DATE	
DIRECTOR / PARTNER			

Fayers Plumbing & Building Supplies Limited Company Registration No. 00187552

TERMS AND CONDITIONS

1. DEFINITIONS

In these Terms of Sale the following definitions apply:

We, Our and Us means Fayers Plumbing & Building Supplies Ltd. You and Your means the person (including bodies corporate, and their employees or agents) seeking to purchase Goods from Us. The Goods means the goods and/or services to be supplied by us. Company Signatory means a director or manager employed by Us. The Contract means the contract for the supply of Goods incorporating these Terms. The Terms means these terms and any special terms agreed in writing between a Company Signatory and You.

THE CONTRACT

2.1 All orders are accepted by us only under these Terms, which may not be altered except with the written agreement of a Company Signatory. Any contrary or additional terms unless so agreed are excluded.

2.2 Quotations are invitations to treat only and shall be valid for 30 days from their date, and subject to the Goods being unsold at the time of receipt by Us of Your order.

2.3 We shall not be liable for any misrepresentation made by Us, Our employees or agents, to You, as to the condition of the Goods, their fitness for purpose, or as to quantity / size/colour or specification, unless the representation is made or confirmed in writing by a Company Signatory and/or is fraudulent.

2.4 Product brochures and other literature are for Your guidance only and (in the absence of fraud on Our part) shall not constitute representations by Us. Our suppliers reserve the right to amend or update their literature and specifications periodically without notice.

2.5 You shall be responsible to Us for ensuring the accuracy of any order provided by You, and for giving any necessary information relating to the Goods within a sufficient time to enable Us to perform the Contract.

2.6 Orders may be cancelled only with the written agreement of a Company Signatory and You will indemnify Us against all losses damages costs and expenses We incur as a result of that cancellation. Unused or mis-specified Goods will be accepted for return at Our discretion and on terms agreed with Us.

PRICE

3.1 The price of the Goods shall be as quoted or stated in Our price list current at the date of the Contract and is exclusive of VAT. Any discounts deductions or rebates agreed are only available if all sums due from You to Us are paid by the due date.

3.2 Our quotations and prices are based on costs prevailing at the time when they are given or agreed. We shall be entitled to adjust the price of the Goods as at the time of delivery by such amount as may be necessary to cover an increase sustained by Us after the date of acceptance of Your order and any direct or indirect costs of making obtaining handling or supplying the Goods.

3.3 Prices stated or quoted are applicable to the quantity specification delivery dates and information provided by You. If the order placed varies or delay is caused by Your instructions or lack of instructions We shall be entitled to adjust the price.

PAYMENT

4.1 If We have agreed in writing to give You credit all accounts are due for payment without deduction or retention on or before the last day of the month following the month in which the Goods are delivered.

4.2 Credit is granted and may be reviewed and withdrawn at any time at Our discretion. We reserve the right to refuse to execute any order or Contract if the arrangements for payment or Your credit rating is not satisfactory to Us.

4.3 You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counterclaim which You may have or allege to have for any reason.

DELIVERY

5.1 Delivery shall occur when the Goods leave Our premises.

5.2 If you fail to take or make arrangements to accept delivery or collect the goods or if We are unable to deliver because of inadequate access or instructions, delivery shall be deemed and We may do any one or more of the following (without prejudice to any other right or remedy We may have):-

(a) make additional charges for failed delivery, (b) store the Goods at Your risk and cost, (c) invoice You for the Goods

(d) terminate this Contract without liability on Our part (e) recover from You all costs and losses incurred by Us.

5.3 Delivery dates are given in good faith but are estimates only. Time for delivery shall not be of the essence of the contract.

5.4 We shall not be liable for any damages whatsoever, whether direct or indirect (including any liability to any third party), resulting from any delay or failure in delivery of the Goods in a reasonable time, (whether such delay or failure is caused by Our negligence, or otherwise).

5.5 If We fail to deliver the Goods Our entire liability shall be limited to the price of the Goods.

5.6 We reserve the right to make delivery by instalments and tender a separate invoice in respect of each instalment. Any claim which You may have in respect of one instalment shall not affect Your liability in respect of any other instalment.

5.7 You must provide the necessary labour for unloading the Goods and unloading is to be completed with reasonable speed. If Our delivery vehicle is kept waiting for an unreasonable time or is obliged to return without completing delivery or if We provide additional staff to unload Goods an additional charge may be made.

5.8 The price agreed includes the cost of delivery on week days and Saturday mornings during normal working hours. An additional charge will be made if We agree to Your request to delivery outside these times.

5.9 We shall deliver the Goods as near as possible to the delivery address as a safe hard road permits. We reserve the right to refuse to deliver the Goods to premises considered, in the discretion of the driver, to be unsuitable.

5.10 If Goods are to be deposited other than on Your private premises, You shall be responsible for compliance with all regulations and for all steps which need to be taken for the protection at all times of persons or property, and will indemnify Us in respect of all losses, damages, costs and expenses We may incur as a result of such delivery, whether on the public highway or elsewhere.

5.11 You will indemnify Us in respect of all losses, damages, costs and expenses incurred as a result of delivery in accordance with Your instructions. This indemnity will be reduced in proportion to the extent that such losses, damages, costs or expenses are due to Our negligence.

INSPECTION AND TESTING

6.1 You shall inspect the Goods at the place and time of unloading but nothing in these Terms shall require You to break packaging and/or unpack Goods which are intended to be stored before use.

6.2 Unless written notice is received by Us within 3 working days of unloading, of any claim (apparent on reasonable inspection) for loss or damage in transit, short delivery or failure to conform to the Contract, or (of the Contract is a contract for sale by sample, that the bulk does not compare with the sample); the Goods will be deemed to have been delivered in accordance with the delivery documents and accepted by You, and You shall not be entitled to and waive any right to reject the Goods.

6.3 Our liability for loss or damage in transit or short delivery (apparent on reasonable inspection) is limited to supplying the Goods as ordered and We shall not be liable for any damages whatsoever. You remain liable to pay the full invoice price of other Goods delivered in accordance with the Contract. Any other claim for damages is subject to Clause 8.

TITLE AND RISK

7.1 Risk in the Goods shall pass to You when the Goods are delivered. The title to the Goods shall remain with Us until You pay the price of the Goods and any other sums outstanding between You and Us whether in respect of this Contract or otherwise.

7.2 Until title passes:-

7.2.1 You shall hold the Goods as Our fiduciary agent and bailee

7.2.2 You shall not interfere with any identification marks labels batch numbers or serial numbers on the Goods

7.2.3 We agree that You may use or agree to sell the Goods as principal and not as Our Agents in the ordinary course of Your business subject to the following express conditions:

(a) that the entire proceeds of any sale or insurance proceeds received in respect of the Goods are held in trust for Us and not mixed with any other monies or paid into an overdrawn bank account and shall at all times be identifiable as Our money;

(b) that We remain the legal owner of the Goods until We receive payment in accordance with Clause 7.1 and We reserve the right to label the Goods accordingly;

(c) that You will at Our request and at Your expense assign to Us all rights You may have against Your customer; and

(d) that Your right to use or sell the Goods may be withdrawn by Us on notice at any time and will automatically cease in the event of Your becoming insolvent.

7.2.4 If Goods are to become affixed to any land or building You must ensure that they are capable of removal without material injury to the land or building and You shall take all necessary steps to prevent title to the Goods from passing to the owner or landlord of such land or building.

7.3 We shall be entitled at any time to recover any or all of the Goods to which We have title and for that purpose We Our employees or agents may with such transport as is necessary enter upon any premises occupied by You or to which You have access and where the Goods may be or are believed to be situated.

LIABILITIES

8.1 In this Clause "the Defect" shall mean the condition and/or any attribute of the Goods and/or other circumstance which but for the effect of these Terms would have entitled You to damages.

8.2 Nothing in these Terms shall exclude or restrict Our liability for death or personal injury resulting from Our negligence or Our liability for fraudulent misrepresentation.

8.3 Subject to Clause 8.2 of these Terms We shall not be liable by reason of any misrepresentation (unless fraudulent) or in contract tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause for any damages whatsoever. Instead of liability in damages We undertake liability under Clause 8.4 below.

8.4 Where but for the effect of Clause 8.3 of these Terms You would have been entitled to damages against Us We shall not be liable to pay damages but subject to the conditions set out in Clause 8.5 below shall at Our sole discretion either repair the Goods at Our own expense or supply replacement Goods free of charge, or refund all (or where appropriate part) of the price paid.

8.5 We will not be liable under Clause 8.4:-

(a) if the Defect would have been apparent on a reasonable inspection under Clause 6.1 of these Terms at the time of unloading unless written notice is received by Us within 3 working days of the time of unloading

(b) unless after discovery of the Defect We are given a reasonable opportunity to inspect the Goods before they are used fixed or in any way interfered with. We acknowledge that the costs of suspending works are relevant to the determination of what is a reasonable opportunity and this sub clause shall not apply to any works affecting the Goods which it may be reasonably necessary to carry out in the interests of safety and/or as emergency measures

(c) if the Defect arises from Your negligence, mis-use, alteration or repair of the Goods, storage of the Goods in unsuitable conditions, or abnormal working conditions.

8.6 If the Goods are not manufactured by Us or have been processed by a third party whether at Our or Your request Our liability in respect of any defect in workmanship or materials of the Goods will be limited to such rights against the manufacturer or the third party as We any have in respect of those Goods.

8.7 If the Goods are supplied to a drawing design measurement or specification provided in writing by Us then subject to Clause 8.2 of these Terms We shall not be under any liability for damages whatsoever or under Clause 8.4 of these Terms except in the proportion and to the extent that such damages have resulted primarily from Our breach of contract or negligence.

8.8 We will not be liable under Clause 8.7 if : material information is withheld concealed or misrepresented by You; and/or the drawing design measurement or specification provided by Us is not in writing.

8.9 If the Goods are supplied manufactured or processed to the drawing design measurement or specification of You then:

8.9.1 Subject to Clause 8.2 of these Terms We shall not be under any liability for damages whatsoever or under Clause 8.4 of these Terms as the case may be except in the event of: (a) fraudulent misrepresentation by Us, (b) misrepresentation where the representation was made or confirmed in writing by a Company Signatory, (c) noncompliance

with such drawing design measurement or specification; or (d) breach of a written warranty signed by a Company Signatory that the Goods are fit for that purpose.

8.9.2 You will unconditionally fully and effectively indemnify Us against all losses damages costs and expenses awarded against or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim: (a) for infringement of any patents copyright design trademark or any other industrial or intellectual property rights of any other person: and/or (b) arising from any such manufacturing or processing including but not limited to any Defect in the Goods. This indemnity will be reduced in proportion to the extent that such losses damages costs and expenses are due to our negligence.

8.10 Subject to Clause 8.2 We shall not be liable for misrepresentation (unless fraudulent) or in contract tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof for: (a) any loss of profit, business, contracts, revenues or anticipated savings; and/or (b) any special, indirect or consequential damage of any nature whatsoever.

8.11 You will unconditionally fully and effectively indemnify Us against all losses damages penalties costs on an indemnity basis and expenses awarded against or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim by any third party arising from the supply or use of the Goods. This indemnity will be reduced in proportion to the extent that such losses damages penalties costs and expenses are due to Our negligence.

8.12 Without prejudice to any other provisions of these Terms in any event Our total liability for any one claim or for the total of all claims arising from any one act of default on Our part (whether arising from Our negligence or otherwise) shall not exceed [the limit of liability laid down by Our insurers in respect of such claim.] or [a sum equivalent to [x] times the purchase price of the Goods the subject matter of any claim] or [the purchase price of the Goods the subject matter of any claim].

DEFAULT & TERMINATION

9.1 "Insolvent" means You becoming unable to pay Your debts within the meanings of Section 123 (Company) or Section 268 (Individual) of the Insolvency Act 1986, or You ceasing to pay Your debts in the ordinary course of business or being unable to pay Your debts as they become due, or You ceasing or threatening to cease to carry on Your business.

9.2 "Associated Company" means Your subsidiary or holding company as defined in Section 736 and Section 736A of the Companies Act 1985 or a subsidiary of such holding company, or any company over which Your directors or shareholders have control as defined in Section 840 of the Income and Corporation Taxes Act 1988.

9.3 If You fail to pay any invoice or any sum due to Us under any contract on the due date or Your credit limit is exceeded or withdrawn or any trade credit insurance is withdrawn from You or Your Associated Company, You or Your Associated Company becomes Insolvent, or there is a material change in Your or Your Associated Company's constitution or You commit a material breach of this Contract and fail to remedy that breach after being requested to do so; all sums outstanding between You and Us under this and any other contract shall become immediately due and payable and We shall be entitled to do any one or more of the following (without prejudice to any other right or remedy We may have);

(a) require payment in cleared funds in advance of further deliveries of Goods; (b) charge interest on the monies outstanding at the rate of 8 per cent above the Bank of England

Official Dealing Rate in force from time to time from the due date until the date of payment after as well as before judgment; (c) suspend or cancel any further deliveries of Goods to You under any contract without liability on Our part; (d) without prejudice to the generality of Clause 7 of these Terms exercise any of Our rights pursuant to that Clause; and/or

(e) terminate this or any other contract with You or any Associated Company without liability on Our part.

9.4 You shall reimburse Us costs including legal costs on an indemnity basis which We incur in enforcing Our rights under this Contract including but not limited to recovery of any sums due.

DATA PROTECTION/PRIVACY POLICY

Fayers Plumbing and Building Supplies, is committed to preserving the privacy of all visitors to our site. Please read the following Privacy Policy to understand how we use and protect the information that you provide to us. By using, registering on, placing an order on or requesting a quotation via our site you consent to the collection, use and transfer of your information under the terms of this Privacy Policy.

1.Introduction

This Privacy Policy is a statement as to how we shall process your personal data. We take the security and privacy of you and your personal data very seriously and we are committed to safeguarding your privacy on line. Please be aware that communications over the internet, such as emails, are not secure unless they are encrypted. We do not accept any responsibility for any unauthorised access or loss of personal data beyond our control. You may access most areas of our site without registering with us. Certain areas of our site are only open to you if you register.

Our primary reason for collecting your personal data is to process your orders for goods from our site, address enquiries which you may make on our site from time to time and provide you with the most efficient service possible. We do not anticipate collecting or processing sensitive personal data about you.

Any changes to this privacy policy will be posted here. Please refer back to this page regularly.

Our site may contain links to other websites. Please note that we are not responsible for the privacy practices of such other websites and advise you to read the privacy statements of each website you visit which collects personal information.

2. Our Policy for Processing your Personal Data

When you contact us via the "Contact Us" link on our site, or email us, or register on our site we will collect personal data from you.

When you contact us over the telephone we may collect personal data from you.

Personal information may also be obtained automatically by your internet browser.

If you place an order for goods and when you subsequently submit payment for that order we will collect personal data from you.

If you request a quotation for goods we may collect personal data from you.

The types of personal data which we may collect from you could include, for example, your name, your contact details (such as your address, telephone number and email address), credit/debit card information and other information collected on registration or through the "Contact Us" link on our site.

We may also collect non-personally identifiable information about your visit to our site through the use of cookies. This information may include, for example, the pages which you browse. This information helps us to better manage and develop our site. Please see our Cookie Policy for further information on cookies.

3. How we use your Personal Data?

There is a requirement by law for us to state a "legal basis for processing" your personal data and we have set out the purposes and the legal grounds for which we use your personal data below.

The legal basis for each purpose is that:

- we have your consent for the use of your personal data;
- we need to use your personal data in order to fulfil a contract with you;
- the use of your personal data is necessary for our legitimate interests (in which case we will explain what those interests are).

PURPOSE

Processing of an order

To notify you of change to our services or to respond to any queries you raise.

To send you details of product and promotions.

To contact you about a review of feedback on the services we have provided.

Carry out security checks to prevent fraudulent transactions.

To review past purchasing patterns to facilitate special offers and promotions.

To provide, personalise and improve your interaction with our web and mobile portals.

LEGAL BASIS

This is a contractual necessity to meet obligations to supply the goods as ordered.

This is a legitimate interest to allow us to update you on services and queries raised.

This is a legitimate interest and where required by law we will ask for your consent.

This is a legitimate interest to allow us to communicate with you on your feedback.

This is a legitimate interest to protect us from unlawful activities and if circumstances dictate we may have a legal obligation to disclose details to facilitate legal proceedings.

This is a legitimate interest to allow us to tailor your online experience.

Legitimate interest to tailor your experience when using our online services.

Other purposes for which we may process your personal data are:

the general administration of your records by us;

the general maintenance of our database and records by us;

for security purposes to protect your personal data held and/or processed by us;

to maintain records of payments made by you; and

for our general marketing purposes unless you have notified us to the contrary.

When you enter our site for the first time and where we wish to issue your computer with a cookie, you will be asked to consent to such use. Cookies in themselves do not identify the individual user, just the computer used. A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer, mobile phone, tablet or other device if you agree. These cookies allow us to distinguish you from other users of our site, which helps us to provide you with a good experience when you browse our site and also allows us to improve our site. Many websites do this whenever a user visits their website in order to track traffic flows. If you wish to reject our cookie, you can decline our request, in which case you may not be able to use the site or some parts of it. Additionally you can configure your browser to do so (see our Cookie Policy), or you can ask your internet browser to alert you when a cookie is being set up. You acknowledge that by providing personal data to us, you consent to the processing of your personal data in accordance with this Privacy Policy.

4. Who else gets to see your Personal Data?

Our data processors.

Such couriers used by us from time to time for the purposes of delivering goods ordered by you.

Such financial service providers used by us from time to time for the purpose of processing payment for goods and/or security checks.

Other companies which are part of the group of companies which we may be part of from time to time.

Such other carefully selected companies who provide goods and/or services which we think may be of interest to you.

Such marketing companies used by us from time to time.

Such third parties working with us to enable us to provide a better site service to you.

5. Your Rights

You have right to ask us to:

Confirm what personal data we hold about you and to provide you a copy of that data.

Remove any of your personal data when there is no need to continue holding your personal data.

Correct any of your personal data that is inaccurate.

Stop using your personal data unless we can demonstrate why we need to continue using your data for legitimate legal reasons.

Stop using your personal data to send you marketing materials, special offers, catalogues, discount vouchers and other promotions.

You have may also have other rights in relation to your personal data:

In certain circumstances, the right to restrict or object to the processing of your personal data, or request that your personal data is deleted

Where you provided personal data voluntarily, or otherwise consented to its use, the right to withdraw your consent

In certain circumstances, the right to receive a copy of the personal data which you have provided to us, in structured, commonly used and machine readable format or to request that we transfer that data to another company (known as "data portability")

We may need to request proof of identity before we are able to respond to your request.

If you are not satisfied with our use of your personal data or our response to any request made by you in relation to your personal data, you the right to make a complaint to the Information Commissioner:

Email: casework@ico.org.uk

Phone: 0303 123 1113 (local rate) or 01625 545 745 (national rate)

Post: Information Commissioners Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

Website: www.ico.org.uk

If you want to learn more about your rights regarding your personal data, you should contact the Information Commissioner's office information line on: (0044) 01625 545745 or visit their website at www.ico.gov.uk.

6. Maintenance of your personal data

We are committed to the security of your personal data. All of our employees and sub-contractors with access to your personal data and/or who are associated with the processing of that data are contractually obliged to respect the confidentiality of your personal data.

We have implemented technology measures and security policies to protect the personal data that we have in our control from unauthorised access, improper use, alteration, unlawful or accidental destruction or accidental loss.

7. General application of our Privacy Policy

This Privacy Policy only applies to the collection and use of your personal data provided to us and not to personal data you may provide directly to third parties (including but without limitation to our suppliers or any of the manufacturers or providers of the goods advertised on the site). Any third parties will have their own policies in respect of processing personal data you provide to them and/or your personal data that we may disclose to them in accordance with this Privacy Policy.

8. Contact information

If you have a query about this privacy policy or wish to exercise your rights, please contact our Compliance Officer by writing to them at:

Compliance Officer,

Fayers Plumbing and Building Supplies,

15-17 Margaret Rd,

London,

Barnet

EN4 9NR,

UK – England & Wales

or via email at:

info@fayers.co.uk and mark the email for the attention of the Compliance Officer.

GENERAL

11.1 This contract shall be governed and interpreted according to the Law of England and Wales and You agree to submit to the non-exclusive jurisdiction of the English Courts.

11.2 Any reference in these Terms to any Statute, Statutory Provision or Regulation includes a reference to that Statute, Statutory Provision or Regulation as amended, extended and

11.3 re-enacted at the relevant time.

11.3 We shall not be liable for any breach of contract delay or failure to perform any of Our obligations if the breach delay or failure was due to any cause beyond Our reasonable control including industrial action.

11.4 The waiver by Us of any breach or default of these Terms shall not be construed as a continued waiver of that breach nor as a waiver of any subsequent breach of the same or any other provision.

11.5 If any clause or sub-clause of these Terms is held by a competent authority to be invalid or unenforceable the validity of the other clauses and sub-clauses of these Terms shall not be affected and they shall remain in full force and effect.

11.6 If the Housing Grants Construction & Regeneration Act 1996 Part II applies to this Contract the Scheme under that Act shall apply and take precedence in the event of conflict between the Scheme and these Terms.

11.7 The headings of these Terms are for convenience only and shall not affect their interpretation.

11.8 Termination of this Contract shall not affect rights and obligations which have already accrued at the time of termination.

IF YOU DEAL AS A CONSUMER AS DEFINED BY THE UNFAIR CONTRACT TERMS ACT 1977, ANY PROVISION OF THESE TERMS WHICH IS OF NO EFFECT SHALL NOT APPLY.

THE STATUTORY RIGHTS OF A CONSUMER ARE NOT AFFECTED BY THESE TERMS.

HEALTH & SAFETY INFORMATION ABOUT THE USE OF THE GOODS IS PROVIDED AND IT IS YOUR RESPONSIBILITY TO BRING THIS TO THE ATTENTION OF THE USER OF THE GOODS.